

## Exhibit B

### INSURANCE REQUIREMENTS

The Consultant shall, at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the Agency and the City's Risk Manager, evidence of a policy or policies of insurance as enumerated below:

1) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU), (as applicable)\*
- Liquor Liability/Host Liquor Liability (as applicable)\*
- Fire Damage Legal

\*These coverages are only required when the Consultants work under this agreement includes exposures to which these specified coverages respond.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability -

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

2) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 500,000 per accident

Such insurance, as provided under items (1) and (2) above, shall be endorsed to include the City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Consultant's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Consultant's insurance.

3) A policy of **Errors and Omissions Liability Insurance** appropriate to the consultant's profession. Coverage should be for a professional error, act or omission arising out of the scope of services shown in the contract. **The policy form may not exclude:**

- Bodily injury or Property damage
- Claims arising out of pollution for environmental work
- Construction Administration Services \*

The minimum limit of coverage shall be \$1,000,000 Aggregate

\*Only required if services are to be performed under this agreement.

If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or earlier termination of this contract, and the Consultant shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Consultant shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Consultant.

4) A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Consultant shall so certify by a letter signed by a corporate officer and setting forth the limits of any policy of excess insurance covering its employees.

5) Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

- If evidence of insurance coverage is required, the Consultant shall provide the City's Risk Management Administrator and Director, Seattle Department of Transportation with an original standard form ACORD Certificate of Liability Insurance with attached declaration page to verify Errors and Omissions liability coverage, signed by a licensed insurance agent or broker authorized to do business in the State of Washington, showing the insuring company and policy effective dates. The City reserves the right to obtain a copy of any policy required by this Agreement, including all forms and endorsements.

Each policy (except Professional Liability) shall be endorsed (by a blanket endorsement or otherwise) to include The City of Seattle, its employees and agents as additional insureds; shall include a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought; and shall provide that its limits of liability shall not be cancelled without forty-five (45) calendar days prior written notice to the City, except for cases of non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. In addition, the Consultant's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such insurance shall not, however, limit the liability of Consultant hereunder. The Consultant shall promptly notify the City when the Consultant becomes aware of any material reduction in the aggregate limits of any insurance coverage required under this Agreement.

All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

- 6) Self-Insurance: Should Consultant be self-insured, under items (1), (2), (3), or (4) above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter should advise how Consultant would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
- 7) Subconsultants - Consultant shall include all subconsultants as insureds under its policies **or** shall furnish separate evidence of insurance as stated above for each subconsultant. All coverages for subconsultants shall be subject to all the requirements stated herein and applicable to their profession.